

R# 109-06

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AGREEMENT WITH LOCAL 210**

WHEREAS, almost all of the City's employees are represented by an exclusive bargaining organization for purposes of establishing the employee's various terms and conditions of employment; and

WHEREAS, after negotiations, the City has settled bargaining agreement in order to provide for various terms and conditions of employment for the affected employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey that the Mayor and City Clerk are hereby authorized on behalf of the City of Long Branch to execute the contract agreement between the City of Long Branch and Local 210 for the period January 1, 2006 through December 31, 2008.

MOVED: BROWN
SECONDED: CELLI

AYES: 3
NAYS: 0
ABSENT: 2:- GIORDANO, DESTEFANO
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON MARCH 28, 2006

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS 29th DAY OF March, 2006

Irene A. Joline
CITY CLERK, S.M.C.

AGREEMENT

Between

**CITY OF LONG BRANCH, NEW JERSEY
SCHOOL CROSSING GUARDS**

--And—

**SERVICES, PRODUCTION, WHOLESALE,
DISTRIBUTION, CLERICAL, HEALTH RELATED
SERVICES, AIRLINES, AIRPORT AND AEROSPACE
EMPLOYEES UNION, LOCAL 210, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

JANUARY 1, 2006 – DECEMBER 31, 2008

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ARTICLE I

RECOGNITION

- A. The City hereby recognizes the Union for the purpose of collective negotiations as the exclusive representative of all permanent school crossing guards, excluding substitutes. All other employees, including but not limited to managerial executives, confidential employees and casual employees, are excluded from the negotiations unit.
- B. All new employees shall serve a probationary period of three months of active service. During such time, the City may terminate their employment and no grievance or other administrative proceeding shall be filed by any individual or the Union due to said termination.
- C. Employees shall work assigned; no employee shall refuse any employment with the City.

ARTICLE II

UNION SECURITY

The City agrees it will give effect to the following form of Union security:

- A. All present employees who are members of the Local Union on the effective date of this Agreement may remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union and do not become members thirty-one (31) days after the effective date of this Agreement will pay a Representation Fee as set forth hereafter.
- B. It is agreed that at the time of hire, newly hired employees who fall within the negotiations unit, will be informed that they have the chance to join the Union thirty-one (31) days thereafter or pay to the Local Union a Representation Fee.
- C. Check-Off of Union Fees
1. The City hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9 (e). The City, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month and such deduction made the first month shall be a double deduction and, thereafter, the regular deduction shall apply to dues owed for the following month.
 2. In making the deductions and transmittals as above specified, the City shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union by the fifteenth (15th) calendar day of the following month.

3. The City agrees to forward the full name and address for all new employees who become eligible for membership and for whom initiation fee is deducted. The City further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason therefore.

D. Representation Fee

1. If an employee does not become a member of the Union during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

3. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount.

4. Representation Fee Procedure

(a) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the City a list of those employees who have not become members of the Union for the then current membership year. The City will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

(b) The City will deduct the Representation Fee in equal installments, as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(1) Ten (10) days after receipt of the aforesaid list by the City; or

(2) Thirty (30) days after the employee begins his or her employment in a negotiations unit position, unless the employee previously served in a negotiations unit position and continued in the employ of the City in a non-negotiations unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a negotiations unit position, whichever is later.

(c) If an employee who is required to pay a Representation Fee terminates his or her employment with the City before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, The City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

(d) Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same for those used for the deduction and transmission of regular membership dues to the Union.

(e) The Union will notify the City in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than ten (10) days after the City received such notice.

(f) On or about the last day of each month beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who begin their employment in a negotiations unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The City further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason therefore.

5. Computation of Fair Share Fee

(a) The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular membership dues, initiation fees and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed 85% of the regular membership dues, fees and assessments. Such sum representing a fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the majority representative to engage in lobbying activity designed to foster its policy goals in collective negotiation and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment, which ordinarily cannot be secured through collective negotiations with the City.

(b) The majority representative shall provide sixty (60) days prior to January 1st and July 31st of each year, advance written notice to the Public Employment Relations Commission, the City and to all employees within the unit, as shall be determined by a list of such employees and furnished by the City, the information necessary to compute the fair share fee for services enumerated above.

(c) Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the City and the majority representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefore. The burden of proof relating to the amount of the fair share fee shall be on the majority representative.

6. Challenging Assessment Procedure

(a) The majority representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in Section 3 of this Act. Said procedure shall consist of an appeal of the individual assessment to the City Council at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the City and the challenging employee by the majority representative, and shall be posted conspicuously at the work sites of the City to allow all interested employees to participate. The hearing shall be opened to all interested parties and the determination of the City Council shall be made in writing, with copies to the City and the challenging employee. Any challenging employee who disagrees with the determination of the City Council shall have a right, within twenty (20) days of said notice of the determination, to appeal the decision to a Board consisting of three (3) members appointed by the Governor, and such other appeals as may be allowed by law.

(b) In the event the challenge is filed, the deduction for fair share fee shall be held in escrow by the City pending final resolution of the challenge.

7. Association Responsibility

The Union assumes responsibility for acquainting its members, as well as other employees affected by the Representation Fee, of its implications and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

8. Miscellaneous

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction, authorization cards submitted by the Union to the City and/or fair share information furnished by the Union or its representatives.

ARTICLE III
GRIEVANCE PROCEDURE

A. A grievance is a complaint that there has been an improper application, interpretation or violation of this Agreement.

B. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. (If the grievance is unanswered by the Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step.)

C. Procedure

(1) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision. (If the grievance is unanswered by the Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step.)

(2) The grievance, when it first arises, shall be taken up orally between the employee, the shop steward and the immediate Supervisor, the Traffic Safety Officer. The Supervisor shall, within five (5) working days thereafter, give an oral or written decision on the grievance. (If the grievance is unanswered by the Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step.)

(3) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing, and the shop steward shall serve the same upon the unit Supervisor in charge of Crossing Guards within five (5) working days after the first informal conference. Within five (5) working days after such service, the grievance shall be discussed between the unit Supervisor and a representative of the Union. A written decision shall be given to the Union within five (5) working days after such discussion. (If the grievance is unanswered by the Supervisor within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step.)

(4) In the event the grievance is not satisfactorily settled by the meeting between the unit Supervisor and the representative of the Union within ten (10) working days from the discussion between the unit Supervisor and the representative of the Union, the Union must appeal in writing to the Business Administrator within said ten (10) working days period. The parties agree that within ten (10) calendar days, a hearing shall be scheduled before the Administrator, at which hearing both sides shall present their respective position. The Administrator's decision shall be final and binding.

(5) Employees shall have complete access to all civil service remedies available to their classification.

ARTICLE IV
MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, prior to and after the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

(1) The executive management and administrative control of the City and its properties and facilities and the activities of its employees;

(2) To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees within the provision of the contract;

(3) To suspend, discharge or take other disciplinary action for good cause;

(4) To modify the schedule and the working hours of employees based on the City's needs and in coordination with the Board of Education's School opening and closing schedules;

(5) To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;

(6) To change, modify or promulgate reasonable rules and regulations;

(7) To assign work as it determines will benefit the City and/or the public it serves.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the establishment of change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the City in any of its rights, responsibilities and authority under N.J.S.A. 40A:11 or any other national or state law.

D. The failure to exercise any of the foregoing rights or any right deemed to be a management right by tradition, by agreement, by mutual acceptance or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein.

ARTICLE V **VACATION**

A. All employees shall be eligible for three (3) vacation days per year, based on a ten (10) month work schedule (January through June, and September through December). Each vacation day shall constitute three and one-quarter (3.25) hours, (the average hours worked by all school traffic guards at the time of negotiation of this contract). Vacation days shall be non-cumulative.

B. Employees hired after beginning the school term (September) shall receive vacation on a pro-rated basis as follows: for each month of employment, excluding July and August, for which the employee is in the employ of the City in excess of fifteen (15) days, he/she shall accrue 0.975 hours of vacation time.

C. Vacation time must be accrued prior to utilization.

D. All employees shall take their vacation days only when school is not in session, i.e., during summer recess, Thanksgiving holiday, spring recess or winter recess.

E. Payment for all accrued, non-utilized vacation time will be made in the last payroll prior to December 24th of each year.

ARTICLE VI **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE VII **LAYOFFS AND VACANCIES**

Layoffs

Any layoff which results from school closings, consolidations, change in traffic patterns, or reduction in school hours shall be made by seniority in accordance with the appropriate Department of Personnel regulations.

ARTICLE VIII **FULLY-BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. The parties recognize that no past practice survives this Collective Bargaining Agreement.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any matter, whenever or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE IX
CLOTHING

A. Each employee shall receive rain gear, vest, badge, whistle and stop paddle for which he/she shall be responsible and must maintain. The City, in its sole discretion, agrees to replace said equipment, only if it deems it necessary and only after a request by a member of the negotiations unit. Upon termination, all employees are required to return said articles of clothing and equipment to the City.

B. The City agrees to consider suggestions from the Union concerning the quality and suitability of clothing and equipment issued to employees pursuant to Section A. above. It is expressly agreed that the composition and design of the uniform issued to each employee shall be determined by the City in its sole judgment and discretion.

ARTICLE X
NO STRIKE PLEDGE

A. It is understood that there shall be no strikes, sit-downs, slowdowns, work stoppages or limitation upon crossing guard duties and responsibilities during the life of this Agreement; nor shall any employee representative or official of the Union authorize, assist, take part in, or encourage any such strike, sit-down, slowdown, concerted failure to report for duty, work stoppage or limitation upon production against the City. The Union shall not be held liable for unauthorized acts of its members, provided the Union orders all who participate in such activity to cease and desist from same immediately and to return to work, and take such other action as may be necessary under the circumstances to bring about compliance with its orders.

B. Employees participating in any violation of this Article shall be subject to disciplinary action up to discharge. Employees encouraging any violation of this Article shall be subject to discharge. Any discharge or other discipline shall be deemed for just cause and shall be subject to the grievance procedure only as to the fact of such participation or encouragement.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages or both, in the event of such breach by the Union or its members.

ARTICLE XI
SHOP STEWARD CLAUSE

The Company recognizes and will deal with the accredited shop stewards in all matters relating to grievances only. Stewards are not Officers or Agents of the Union. They shall be selected by the members of the respective shop. The authority of shop stewards shall be limited to, and shall not exceed, the following duties and activities:

- 1) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- 2) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its Officers, provided such messages and information:
 - (a) Have been reduced to writing; or
 - (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

The shop steward has no authority to take strike action or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of shop stewards and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage, in violation of this Agreement.

Shop stewards shall receive the top pay rate step.

No shop steward shall be discharged, suspended or reprimanded without of Union Business Agent being present.

Shop stewards shall be allowed one (1) day off with pay each year to attend the Union's educational training program relative to the various funds and Union functions.

ARTICLE XII

SICK LEAVE

A. All employees shall be eligible for up to six (6) sick days per year, based on a ten (10) month work schedule (January through June, and September through December). Each sick day shall constitute three and one-quarter (3.25) hours (the average hours worked by all school traffic guards at the time of negotiation of this contract).

B. Employees hired after beginning the school term (September) shall receive sick leave on a pro-rated basis, computed as follows: for each month of employment, excluding July and August, for which the employee is in the employ of the City in excess of fifteen (15) days, the employee shall accrue 1.95 hours of sick time.

C. Sick leave may be utilized in case of personal illness, accident or exposure to contagious disease. In addition, it may be used for short periods of time due to a death in the employee's immediate family or to care for a seriously ill member of the employee's immediate family (as defined in Department of Personnel regulations).

D. Sick time must first be accrued prior to utilization.

E. Unused sick leave may be accumulated from year to year without limitation.

F. An employee who has been absent or on sick leave for three (3) or more consecutive workdays may be required to submit acceptable medical evidence, substantiating the illness. In any event, however, the City may require proof of illness of an employee on sick leave, at the expense of the employee, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE XIII

GENERAL

A. It is agreed that City and the Union will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality or sex. In addition, no employee shall be discriminated against because of inactivity with respect to Union affairs. Any employee who believes he or she has a disciplinary complaint shall have the right to file a complaint directly to the affirmative action officer.

B. Employees shall be entitled to full per diem salary for an unscheduled or unannounced half-day session when there is less than two (2) calendar days' notice of such change.

C. In the event school is closed for inclement weather and work is cancelled, Crossing Guards shall receive their regular compensation. However, in no event shall Crossing Guards receive compensation for more than three (3) inclement weather days per school year.

D. Each post shall receive a minimum of three (3) hours compensation for a full day's work. This provision shall only apply to the regular school year. There shall be a two (2) hour minimum for summer sessions.

ARTICLE XIV
WAGES

A. All School Crossing Guards shall receive the following hourly rate, effective as of January 1, 2006:

	<u>2006</u>	<u>2007</u>	<u>2008</u>
From starting date to five (5) years of service	11.29	11.74	12.19
From five (5) years to ten (10) years of service	11.95	12.40	12.85
From ten (10) years to fifteen (15) years of service	12.55	13.00	13.45
From fifteen (15) years to twenty (20) years of service	13.24	13.69	14.14

Summer Wages: Twenty-five (\$0.25) cents per hour increase for six (6) weeks.

Contract provisions apply only to those individuals employed by the City at the date of ratification by Local 210 members. There will be no retroactivity for prior members no longer employed by the City as of that date.

B. Each step represents five (5) years of continuous service with the City as a School Traffic Guard.

C. Those Crossing Guards employed January 1st through the first pay period in December of a contract year shall receive One hundred fifty (\$150.00) as a bonus. Employees who will be eligible for step increases during the period January 1st through and including June 30th shall receive the step increases effective January 1st of the applicable year; employees who will be eligible for step increases during the period July 1st through and including December 31st will receive their step increases the following January 1st.

D. Wages shall be paid bi-weekly with an itemized statement of payroll deductions. Wages will reflect the actual weeks worked.

If an employee is absent for more than the number of sick days accrued pursuant to Article XI of this Agreement, any necessary adjustments will be made in the employee's next paycheck following the day or days of absence.

It is expressly agreed that the foregoing payment provisions shall not apply to employees who work during the summer session.

ARTICLE XV
PERSONAL DAYS

All collective bargaining unit members will be entitled to one (1) paid personal day per year.

ARTICLE XVI
HOLIDAYS

All collective bargaining unit members will have Memorial Day off with pay plus one (1) floating holiday, but to be entitled to the floating holiday they must call in within seventy-two hours before said floating holiday.

ARTICLE XVII
DURATION

This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect to and including December 31, 2008 without any reopening date.

The parties hereto shall commence negotiations for a new contract at least ninety (90) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Long Branch, County of Monmouth on the 28th day of March 2006.

CITY OF LONG BRANCH, NJ
SCHOOL CROSSING GUARDS

By: _____

Mayor

Date: 4.5.06

By: _____

Howard H. Woolley, Jr.
Business Administrator

LOCAL 210, I.B.T.

By: _____

George L. Miranda
Secretary-Treasurer/Principal Officer

Date: 5/24/06

By: _____

Lydia Torres
Business Agent

Committee

TO: Mayor Adam Schneider and Members of Council

FROM: Michael F. Muscillo, Aide to the Mayor

DATE: March 21, 2006

RE: Synopsis of Completed Contract – Crossing Guards Union

For your approval on the March 28th agenda is the completed contract for the Crossing Guards union. Below are the pertinent changes to the contract. All other language has remained constant.

- The union wanted a two (2) year contract
 - The contract will span three (3) years: 2006, 2007, and 2008.
- The union wanted wage increase of \$.75 per hour for each year
 - Wage increases of \$.45 per hour were agreed upon for each year of the contract. This equates to roughly a 4% increase
- The union wanted two (2) additional vacation days for its members, as well as one (1) personal day.
 - No additional vacation days will be awarded. The city will award one (1) personal day per year to be used under the same provisions as all other city employees. (use it or lose it, 72hrs. notice prior to use)
- The union wanted additional paid holidays off to include Memorial Day and Presidents Day since all other city employees receive same, and municipal and school offices are closed.
 - Memorial Day will become a paid holiday, and one (1) floating holiday will be awarded per year to be used under the same provisions as a personal day
- The union wanted their summer hours increased from two (2) to three (3) hours per day.
 - No increase in summer hours. Any employee that works in the summer, (roughly 10 employees over a six-week period), will receive a \$.25 per hour shift differential during this session.

C: Howard H. Woolley Jr., Business Administrator
 Ronald J. Mehlhorn Sr., Director of Finance, CFO
 James Plosia, Labor Counsel
 File